

## DATA & ANALYTICS ONLINE STORE END USER LICENSE AGREEMENT

This Data & Analytics Online Store End User License Agreement ("Agreement") accompanies the information, data, images, reports, valuations, and/or software (the "Services") that you are accessing. By accessing the Services, you are agreeing to all the terms and conditions of this agreement, including the product, pricing and billing information in your online account and contained in any order summary while using the website ("Order Summary"), the terms of which are incorporated into this Agreement by reference. First American Data Tree LLC, a Delaware limited liability company, doing business as First American DNA ("DNA"), grants you ("Customer") a limited, non-exclusive, non-transferable license to use the Services, provided you accept the following terms and conditions:

**1. Property.** The Services and all intellectual property rights therein are owned by DNA and/or its affiliates. No ownership rights are granted by this Agreement and, except for the limited license provided, DNA reserves all rights in and to the Services and all underlying data compilations and information contained therein, including but not limited to the exclusive intellectual property rights and the right to grant further licenses. Customer acknowledges that the Services are the proprietary property of DNA and are a valuable commercial product, the development of which involved an expenditure of substantial time and money by DNA.

**2. Permitted Use.** The Services are solely for use within Customer's own organization by Customer's own employees for Customer's own internal business purposes of verifying property ownership and lien information. Customer shall not resell, relicense or redistribute the Services in whole or in part.

**3. Restrictions on Use.** Both during and after the term of this Agreement, Customer agrees as follows:

(a) Customer shall not (i) disclose, use, disseminate, reproduce or publish any portion of the Services in any manner other than as expressly permitted in this Agreement, (ii) permit any parent, subsidiary, other affiliated entity or other third party, including any third party entity involved in a joint marketing arrangement with Customer, to use the Services or any portion thereof, (iii) resell, relicense or redistribute the Services in whole or in part (iv) use the Services to create any derivative products, (v) use the Services to create, enhance or structure any database in any form for resale or distribution, (vi) grant access to the Services, or any portion thereof, to individuals incarcerated in prisons or correctional institutions, (vii) allow access to the Services through any terminal located outside of Customer's operations, (viii) use the Services outside the United States.

(b) Customer shall (i) comply with the published guidelines of the Direct Marketing Association, other applicable industry guidelines, and all federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions regarding the use, storage and dissemination of data such as the Services, and (ii) abide by all prevailing federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions, including but not limited to those governing non-solicitation, privacy, data protection and security. Customer understands and acknowledges that Customer's use of the Services is also subject to the terms and conditions of DNA's Privacy Policy, which is available on DNA's affiliate website located at <https://www.firstam.com/privacy-policy/index.html>. For the avoidance of doubt, Customer hereby consents to the collection and storage of information by DNA related to the Services and use by DNA of statistical and aggregated data concerning the use of the Services. Customer, in using the Services, understands and accepts that it has no expectation of privacy other than as may be set forth herein.

(c) Customer understands that the information, data, images, and reports available under the Services have not been collected for credit purposes and are not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Customer shall not use the Services (i) as a factor in establishing an individual's eligibility for credit or insurance, (ii) in connection with underwriting individual insurance, (iii) in evaluating an individual for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, (v) in any way that would cause the Services to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or (vi) in any other manner that would cause such use of the Services to be construed as a consumer report by any pertinent governmental authority.

(d) Customer shall be solely responsible for maintaining the confidentiality of any usernames and passwords assigned to users of Customer's account(s), and Customer shall be responsible for all use of the Services (including all corresponding fees) attributable to said usernames and passwords, whether or not authorized by Customer.

(e) Customer shall not use the Services for any purpose that (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or (ii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

(f) Customer shall not remove, alter or obscure any proprietary notices in the Services and will reproduce all such notices on all copies or portions thereof.

**4. Delivery of Data and Format.** Customer shall submit all information that DNA requires to perform the requested Services. Customer acknowledges that the availability of data elements and images in the Services varies substantially from area-to-area, and circumstances may exist or arise which prevent DNA from providing such data or achieving complete representation of all data elements or images in the Services. Notwithstanding anything to the contrary, DNA may limit or discontinue the provision of the Services for geographic locations where: (i) DNA is restricted by rules, regulations, laws or governmental entities; (ii) DNA has discontinued the collection of data and/or images; or (iii) DNA is prohibited by third party providers. DNA may discontinue production, support, and maintenance of any Services if DNA develops an upgraded version or otherwise can no longer provide such Services.

**5. Fees.** In consideration of the rights granted to Customer hereunder, Customer shall pay to DNA the fees stated within each Order Summary. By submitting an order to DNA, Customer authorizes DNA to charge the credit card entered by Customer for the Services at the fees stated within the Order Summary. With respect to prepaid subscription accounts, Customer acknowledges and agrees that: (a) the fees stated within the Order Summary will be deducted from the amount Customer previously paid to and placed on deposit with DNA (the "Prepaid Subscription Balance"); (b) DNA may, from time-to-time during the term, apply all or a part of the Prepaid Plan Balance toward such payment of fees without notice to or further authorization from Customer; (c) in the event Customer, for any reason or cause (regardless of fault), continues to access and use the Services after the expiration or other termination of this Agreement or incurs fees in an amount that exceeds the Prepaid Subscription Balance then on deposit with DNA, Customer shall be obligated for, and shall immediately pay to DNA the fees for such access and use of the Services at the rates set forth in the Order Summary; (d) DNA shall not be required to keep the Prepaid Subscription Balance separate from its general funds and Customer shall not be entitled to interest on the Prepaid Subscription Balance; and (e) all funds paid to DNA as and for a contribution to the Prepaid Subscription Balance are not refundable and any credit balance remaining at the end of each term shall be forfeited. Fees are exclusive of use, ad valorem, personal property, and other taxes, which are the responsibility of Customer. DNA shall charge Customer applicable sales tax, and Customer shall be responsible for filing all other taxes. DNA reserves the right to change the fees for the Services at any time. Customer shall provide all Internet connectivity, hardware and software necessary to access the Services.

**6. Term and Termination.** The term of this Agreement commences on the date Customer enters into this Agreement and continues until terminated. Either party may terminate this agreement without cause by providing notice of termination to the other party. If Customer does not access the Services for a period of twelve (12) consecutive months, DNA may terminate this Agreement without notice to Customer. If DNA, in its sole and reasonable discretion, deems that Customer has abused the Services or DNA's website (based on records of Customer's usage), DNA may immediately terminate this Agreement or disable Customer's access to the Services without prior notice.

**7. Disclaimer.** THE SERVICES ARE INFORMATIONAL ONLY AND ARE NOT INTENDED TO PROVIDE SPECIFIC COMMERCIAL, FINANCIAL OR INVESTMENT ADVICE. THE SERVICES ARE BASED UPON CERTAIN DATA AND/OR RECORDINGS, SUBJECT TO FREQUENT CHANGE. DNA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE METHODOLOGIES USED OR THE ACCURACY, TIMELINESS, RELIABILITY OR COMPLETENESS OF ANY OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. DNA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE

AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK. ANY RELIANCE ON OR USE BY CUSTOMER OF THE SERVICES SHALL BE ENTIRELY AT CUSTOMER'S OWN RISK. DNA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY JURISDICTION, STATE OR REGION. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY LICENSES, CERTIFICATES, PERMITS, APPROVALS OR OTHER AUTHORIZATIONS REQUIRED BY FEDERAL, STATE OR LOCAL STATUTE, LAW OR REGULATION APPLICABLE TO CUSTOMER'S USE OF THE SERVICES. THE SERVICES ARE NOT TO BE CONSTRUED AS A SUFFICIENT BASIS FOR UNDERWRITING TITLE INSURANCE POLICIES AND NOTHING IN THIS AGREEMENT SUPERCEDES, AMENDS, OR IN ANY WAY EXCUSES CUSTOMER'S TITLE INSURANCE UNDERWRITING OBLIGATIONS IMPOSED BY ANY APPLICABLE TITLE INSURANCE UNDERWRITING AGREEMENTS. THE SERVICES ARE EXCLUSIVELY FOR CUSTOMER AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.

**8. Limitation of Liability.** DNA'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO DNA DURING THE THREE MONTHS PRECEDING THE CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT WILL BE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIMIT. DNA SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF DNA IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. CUSTOMER AGREES THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, AND THAT THE SERVICES WOULD NOT BE PROVIDED TO CUSTOMER ABSENT SUCH LIMITATIONS.

**9. Indemnification.** CUSTOMER AGREES TO INDEMNIFY AND HOLD DNA HARMLESS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES BY THE CUSTOMER, OR ATTRIBUTABLE TO CUSTOMER'S BREACH OF THIS AGREEMENT; PROVIDED THAT DNA GIVES CUSTOMER PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM. DNA SHALL CONTROL THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM, AND CUSTOMER SHALL COOPERATE WITH DNA IN DEFENDING AGAINST SUCH CLAIM.

**10. Copyrights.** DNA respects the intellectual property rights of others and takes its obligations to comply with intellectual property law seriously. If Customer believes that a copyright owner's work has been reproduced in the Services in a copyright-infringing manner, Customer may notify DNA and provide the following information:

- (a) Identification of the work for which Customer claims the copyright has been infringed;
- (b) Identification of the material in the Services that Customer claims is infringing and needs to be removed (with sufficient specificity to enable DNA to locate said material);
- (c) Customer's contact information, including address, telephone number, and (if available) email address;
- (d) A signed statement indicating that: (i) Customer has a good faith belief that DNA's use of the material is not authorized by the copyright owner, and (ii) the information in the notification is accurate, and that, under penalty of perjury, Customer is the copyright owner or is authorized to act on the copyright owner's behalf.

## **11. General.**

(a) Unless specified otherwise in a fully-executed license agreement with DNA, this Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes any prior understanding or agreement, oral or written, relating to the Services.

(b) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of California applicable to agreements executed and to be performed solely within such State. Any action or other proceeding to enforce or interpret the terms of this Agreement and/or the obligations, duties or rights of the parties contained herein shall be brought before and resolved in the State or U.S. District Court located within Orange County, California, having subject matter jurisdiction over the issues raised by such action or proceeding and the parties hereby submit to the personal jurisdiction of said court for all such purposes. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(c) The prevailing party shall be awarded its reasonable attorney's fees and costs in any lawsuit arising out of or related to this Agreement.

(d) No modification, amendment, supplement to or waiver of any provision of this Agreement shall be effective unless in writing and duly signed by an authorized representative of both parties hereto.

(e) Any provision of this Agreement that contemplates performance subsequent to the expiration or earlier termination of this Agreement shall survive such expiration or termination and shall continue in full force and effect until fully satisfied.

(f) DNA shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond DNA's reasonable control.

(g) Customer may not assign this Agreement or any rights or obligations hereunder.

(h) Neither party shall use, or permit their respective employees, agents and subcontractors to use the trademarks, service marks, copyrighted material, logos, names, or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent.

(i) Except with DNA's prior written approval, Customer shall not disclose DNA as a data source to any third party, unless required by federal, state or local laws or government regulations and with prior notice to DNA.

(j) Customer shall provide for physical security of the Services with the same degree of care (provided that such is at least a reasonable degree of care) that Customer uses to protect its own most sensitive data.

(k) Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by one of the following methods: (a) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices to DNA shall be sent to 4 First American Way, Santa Ana, California 92707, with a copy to DNA's counsel at the same address marked Attention: Legal Department. Notices to Customer shall be sent to the address entered by Customer in the registration information. Notices or communications shall be deemed properly delivered as of the date personally delivered or sent by mail or overnight service.

By accessing the information contained within the Services and clicking "**I Accept**," Customer agrees to be bound by all terms and conditions contained in this Agreement. By clicking "**I Accept**," you assert that you are the Customer or, if Customer is a business, an authorized agent of Customer with the authority to bind Customer to the terms and conditions contained in this Agreement. If you do not accept the terms and conditions contained herein, you may not use the Services.